

1 LEWIS BRISBOIS BISGAARD & SMITH LLP
2 GEORGE E. NOWOTNY, SB# 150481
3 JUDITH M. TISHKOFF, SB# 138375
4 633 West 5th Street, Suite 4000
5 Los Angeles, California 90071
6 Telephone: 213.250.1800
7 Facsimile: 213.250.7900

8 Attorneys for Defendant, NARCONON
9 FRESH START d/b/a SUNSHINE
10 SUMMIT LODGE

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 ANGELO AMATO, an Illinois Citizen,
14 Plaintiff,
15 vs.
16

17 NARCONON FRESH START d/b/a
18 SUNSHINE SUMMIT LODGE;
19 ASSOCIATION FOR BETTER
20 LIVING AND EDUCATION
21 INTERNATIONAL; NARCONON
22 INTERNATIONAL and DOES 1 - 100,
23 ROE Corporations I - X, inclusive,
24 Defendants.

CASE NO. 3:14-cv-00588-GPC-BLM
**JOINT MOTION FOR ENTRY OF
STIPULATED PROTECTIVE
ORDER**

The Hon. Gonzalo P. Curiel

25 Pursuant to Local Civil Rules of Practice of the United States District Court
26 for the Southern District of California Rule 7.2 and the Case Management
27 Conference Order of the Honorable Magistrate Judge Barbara L. Major, dated
28 February 13, 2015, plaintiff ANGELO AMATO and defendants NARCONON
FRESH START dba SUNSHINE SUMMIT LODGE; ASSOCIATION FOR
BETTER LIVING AND EDUCATION INTERNATIONAL and NARCONON
INTERNATIONAL (collectively “the Parties”) in the above-entitled matter hereby
jointly move for an order adopting the attached stipulation for a Protective Order as

1 follows:

2 1. WHEREAS, the Plaintiff and Defendants in in the above-captioned matter
3 have agreed to enter into protective order to address issues of confidentiality with regard to
4 document productions in a manner that provides for a convenient and efficient method of
5 producing documents without sacrificing the protections afforded to the documents under
6 the law.

7 2. WHEREAS, the Parties have met and conferred and have agreed to the final
8 language to be contained within the Stipulated Protective Order. A true and correct copy
9 of this final proposed Stipulated Protective Order is attached as Exhibit "A".

10 THEREFORE, THE PARTIES MOVE JOINTLY FOR AN ORDER ADOPTING
11 THE PROPOSED STIPULATED PROTECTIVE ORDER (Exhibit "A").

12 DATED: March 6, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

13 By: _____ /s/ Judith M. Tishkoff

14 Judith M. Tishkoff
15 Attorneys for Defendant, NARCONON
16 FRESH START d/b/a SUNSHINE
 SUMMIT LODGE

17 DATED: March , 2015

HAMILTON LAW

18 By: _____ /s/ Ryan A. Hamilton

19 Ryan A. Hamilton
20 Attorneys for Plaintiff, ANGELO AMATO

21 DATED: March 6, 2015

BAKER KEENER & NAHRA LLP

22 By: _____ /s/ Melissa S. Oslac

23 Robert C. Baker
24 Melissa S. Oslac
25 Attorneys for Defendant, NARCONON
26 INTERNATIONAL and ASSOCIATION
27 FOR BETTER LIVING AND
 EDUCATION INTERNATIONAL

EXHIBIT “A”

1 LEWIS BRISBOIS BISGAARD & SMITH LLP
2 GEORGE E. NOWOTNY, SB# 150481
3 JUDITH M. TISHKOFF, SB# 138375
4 633 West 5th Street, Suite 4000
5 Los Angeles, California 90071
6 Telephone: 213.250.1800
7 Facsimile: 213.250.7900

8 Attorneys for Defendant, NARCONON
9 FRESH START d/b/a SUNSHINE
10 SUMMIT LODGE

11
12
13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA

15
16 ANGELO AMATO, an Illinois Citizen,
17 Plaintiff,
18 vs.

19 NARCONON FRESH START d/b/a
20 SUNSHINE SUMMIT LODGE;
21 ASSOCIATION FOR BETTER
22 LIVING AND EDUCATION
23 INTERNATIONAL; NARCONON
24 INTERNATIONAL and DOES 1 - 100,
25 ROE Corporations I - X, inclusive,

26 Defendants.

CASE NO. 3:14-cv-00588-GPC-BLM
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

The Hon. Gonzalo P. Curiel

27 IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel as
28 follows:

1.0 GENERAL INFORMATION:

1.1 Definitions - As used in this Order, the word:

1.1.1 "Party" or "Parties" shall include *Plaintiff* ANGELO AMATO and
Defendants NARCONON FRESH START dba SUNSHINE SUMMIT
LODGE, NARCONON INTERNATIONAL, ASSOCIATION FOR
BETTER LIVING AND EDUCATION INTERNATIONAL, and each of
their/its/his/her employees, agents, representatives, and attorneys

1 (including both outside counsel and inside counsel).

2 1.1.2 "Person(s)" shall include any "Party" to this action, whether an
3 individual, corporation, partnership, company, unincorporated
4 association, governmental agency, or other business or
5 governmental agency.

6 1.1.3. "Confidential Material" shall mean any and all confidential or
7 proprietary documents, data, or information provided in response to
8 written discovery requests, subpoena, deposition testimony, or
9 otherwise produced. All Confidential Materials shall be Bates
10 stamped and marked as confidential with a watermark or legend.

11 1.1.4. "Discovering Party" shall mean the Party who has requested
12 documents designated as Confidential Material under this Stipulated
13 Protective Order or is in possession of documents designated as
14 Confidential Material.

15 1.1.5 "Producing Party" shall mean the Party who has produced
16 documents designated as Confidential Material under this Stipulated
17 Protective Order.

18 1.1.6 "Fresh Start" shall mean Narconon Fresh Start dba Sunshine Summit
19 Lodge.

20 1.1.7 "NI" shall mean Narconon International.

21 1.1.8 "ABLE" shall mean Association For Better Living And Education
22 International.

23 1.1.9 "Defendants" shall mean Narconon Fresh Start dba Sunshine
24 Summit Lodge, Narconon International and Association For Better
25 Living And Education International.

26 1.1.10 "Licensing Agreement" shall mean the License Agreement dated
27 May 14, 2001, by and between Narconon International and Narconon
28 Southern California, Inc. previously disclosed and identified as

1 LICENSE-00001-9.

2 1.2 Trade Secrets and Proprietary Information:

3 Defendants contend that documents designated as Confidential Material
 4 represent and/or reflect trade secrets or other confidential and proprietary
 5 research, development or commercial information. The Parties agree
 6 Defendants have a legitimate interest in protecting trade secrets, or other
 7 confidential and proprietary research, development or commercial
 8 information, including those which Fresh Start has been granted the non-
 9 exclusive right and license to use pursuant to the Licensing Agreement.

10 The Parties agree the protections within this agreement are adequate.

11 1.3. Nature of this Stipulated Protective Order:

12 The nature of this Stipulated Protective Order is to protect the Parties'
 13 confidential information, including, Defendants' business interests in their
 14 own intellectual property, information, and processes. Furthermore, the
 15 nature of this Stipulated Protective Order is to protect Fresh Start from any
 16 liabilities that arise out of the Licensing Agreement. Defendants contend
 17 that disclosure of their trade secrets, confidential or proprietary information
 18 or any of those referenced in the Licensing Agreement, could cause
 19 irreparable and significant harm to Fresh Start, Narconon International,
 20 Association For Better Living And Education, and their affiliates. This
 21 Stipulated Protective Order is intended to prevent this foreseeable harm
 22 and any related unforeseeable harm.

23 1.4 Public Health & Safety Not At Issue:

24 The documents and information at issue do not involve the public health
 25 and safety, a public entity, or issues important to the general public.

26 1.5 Good Faith Discovery Cooperation:

27 It is the purpose of this Stipulated Protective Order and the desire of the
 28 Parties to make the broadest range of reasonably relevant documents

1 available to the Parties, without waiving any trade secrets, privilege, or
 2 otherwise proprietary information, while protecting all Parties interests',
 3 while adhering to the Licensing Agreement, and without subjecting the
 4 Parties and the Court to numerous discovery motions.

5 1.6 Reliance on this Agreement:

6 The Parties agree to limit dissemination of any documents and information
 7 as set forth in this Stipulated Protective Order and are materially relying on
 8 the representations and covenants contained within.

9 2.0 SCOPE, RELIANCE AND PURPOSE:

10 2.1 It is a purpose of this Stipulated Protective Order that Defendants will be
 11 provided reasonable assurance that:

12 2.1.1 The documents or information produced by Defendants will be
 13 used in this litigation and this litigation only and similar
 14 litigation involving the same Defendants and counsel only;

15 2.1.2 The documents or information produced by Defendants will
 16 not be used for commercial purposes;

17 2.1.3 The documents or information produced by Defendants will
 18 not be used for non-litigation purposes.

19 2.2 The Parties are relying on this Stipulated Protective Order, and would not
 20 have produced the documents and information otherwise.

21 2.3 The Parties' production under this Stipulated Protective Order does not
 22 admit or concede the documents or information are relevant or admissible in
 23 this litigation.

24 2.4 This Stipulated Protective Order survives the end of the above-styled
 25 litigation.

26 2.5 The Parties agree good cause exists for this Stipulated Protective Order
 27 and for the Court to enter this Order.

28 2.6 Compliance with this Stipulated Protective Order will be a material term to

1 any settlement agreement reached in this case.

2 **3.0 PRODUCTION OF DOCUMENTS:**

- 3 3.1 Any documents produced, produced for inspection and/or made available
 4 for copying in this action by any Party to this litigation or any third parties
 5 whether before or after the date of entry of this Order may be designated
 6 Confidential Material. Such a designation shall be made by placing a
 7 watermark or legend inscribing the word "Confidential" on the face of each
 8 page of each document so designated. In the event a book is produced, the
 9 material shall be designated as Confidential Material by placing a
 10 watermark or legend inscribing the word "Confidential" on the front cover of
 11 the book. Thereafter, if any single page from the book is duplicated, the
 12 individual pages shall be designated Confidential Material by placing a
 13 watermark or legend inscribing the word "Confidential" on each page of the
 14 document so designated.
- 15 3.2 Such Confidential Materials in whole or in part or in any form, and the
 16 information within, may be used and disclosed solely for the preparation
 17 and trial of this litigation only, including all appeals. Copies of any discovery
 18 designated "Confidential" shall only be provided to parties or persons as
 19 identified within this Stipulated Protective Order.
- 20 3.3 The Parties and their counsel agree to use reasonable efforts not to
 21 disclose the information to any third person or entity whatsoever, except to
 22 (the following are collectively referred to as "Qualified Person(s)":)
- 23 a. counsel of record in this action on behalf of a Party to this
 24 litigation;
- 25 b. employees or agents of counsel including regularly employed
 26 support staff, paralegal and clerical personnel who have a
 27 direct responsibility for assisting such counsel in the
 28 preparation and trial of litigation, including appeals;

- 1 c. outside consultants and experts and their employees or
2 agents retained by counsel or any Party to this litigation for the
3 purpose of assisting in the preparation and trial of this
4 litigation, including appeals;
- 5 d. the United States District Court, Southern District of California,
6 ("the Court"), and court personnel, including stenographic
7 reporters regularly employed by the Court;
- 8 e. stenographic or video reporters who are otherwise engaged in
9 such proceedings as are necessarily incident to the conduct of
10 this litigation;
- 11 f. witnesses or prospective witnesses requested by counsel to
12 give testimony or otherwise to prepare for any deposition,
13 hearing, trial or other proceeding in this litigation.

14 Any person or group of people who do not each meet the criteria of a
15 Qualified Person as defined above, shall be deemed to be a "non-
16 qualified person" or "non-qualified persons."

17 4.0 DEPOSITIONS

18 Deposition testimony concerning any Confidential Material shall be designated as
19 Confidential Material under the terms of this Stipulated Protective Order. The court
20 reporter shall note on the record the designation of Confidential Material and shall
21 separately transcribe those portions of the testimony so designated and shall mark the
22 face of such portion of the transcript as "Confidential Material." The Parties may use
23 Confidential Material during any deposition provided the witness is apprised of the terms
24 of this Stipulated Protective Order and executes the AGREEMENT TO BE BOUND BY
25 PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION, attached as
26 Exhibit "A." The Parties may use Confidential Material during a deposition only if the
27 room is first cleared of all non-qualified persons.

5.0 CONTESTING THE DESIGNATION OF CONFIDENTIAL MATERIAL

In the event that any Party desires to contest the designation of any documents, information, or testimony as Confidential Material, that Party shall, after requesting and being denied re-designation within a timely manner, shall file an objection with the Court and request a hearing on the matter. At such hearing, the Party designating the information as Confidential Material shall have the burden to establish that Party's right to protection of the Confidential Material. All such documents, information or testimony shall be treated as Confidential Material until the Court makes a decision regarding the status of the documents, information and testimony.

6.0 VIEWING OF DOCUMENTS BY THIRD PARTIES:

The Parties agree and acknowledge that before disclosing any Confidential Material to a Qualified Person, as defined above in Section 3.3(c) of this Stipulated Protective Order, the Party shall provide to the Qualified Person a copy of this Stipulated Protective Order and each Qualified Person shall execute a copy of the attached AGREEMENT TO BE BOUND BY PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION. The executed copy of Exhibit "A" shall be retained by the attorney who has disclosed the Confidential Material to the Qualified Person.

7.0 NO WAIVER BY INADVERTENT PRODUCTION:

If any Confidential Material is inadvertently provided to a Discovering Party without being marked as Confidential in accordance with this Order, the failure to so mark the material shall not be deemed a waiver of its confidentiality, privilege, or right to object.

8.0 RETURN OF DOCUMENTS AT END OF LITIGATION:

Within ten (10) days after the final settlement or termination of action, it is the obligation of the Discovering Party to return or destroy all Confidential Material provided by the Producing Party. The Discovering Party shall return or destroy all Confidential Material, including all copies, notes, tapes, papers and any other medium containing, summarizing, excerpting, or otherwise embodying any Confidential Material, except that the Discovering Party shall be entitled to destroy, rather than return (a) any Confidential

1 Material stored in or by data processing equipment and (b) work product memoranda or
2 pleadings embodying Confidential Material, subject to State Bar rules. The Discovering
3 Party will confirm in writing to the Producing Party its compliance with this Section 8.0.

4 **9.0 PHOTOCOPYING PROHIBITED BEYOND THIS LITIGATION:**

5 The Confidential Material shall not be photographed, photocopied or reproduced in
6 any manner except in preparation of or otherwise related to this litigation.

7 **10.0 PUBLICATION PROHIBITED:**

8 The Confidential Material shall not be published or reproduced in any manner on
9 the Internet, blogs, bulletin boards, email, newspapers, magazines, bulletins, or other
10 media available publicly or privately. Likewise, persons may not verbally share the
11 Confidential Material to non-qualified persons.

12 **11.0 ALL DOCUMENTS REVEALED TO THE COURT SHALL BE SEALED:**

13 All motions or other documents filed with the Court, if any, which reveal, include,
14 attach or make reference to any portion of the Confidential Material shall be filed in
15 accordance with the Federal Rules of Civil Procedure and shall be considered
16 Confidential Material governed by the terms of this Stipulated Protective Order.

17 **12.0 NON-WAIVER:**

18 This Stipulated Protective Order is not, and shall not be interpreted as, a waiver by
19 any Party of any right to claim in this lawsuit or otherwise, that the documents or
20 information are privileged or otherwise undiscoverable.

21 **13.0 VIOLATION OF ORDER:**

22 Upon an alleged violation of this Stipulated Protective Order, the Court on its own
23 motion or on the motion of any Party may grant relief as it deems appropriate in law or
24 equity. Should any provision of this Stipulated Protective Order be struck or held invalid
25 by a court of competent jurisdiction, all remaining provisions shall remain in full force and
26 effect.

27

28

1 DATED: March 6, 2015

HAMILTON LAW

2

3

By: /s/ Ryan A. Hamilton
Ryan A. Hamilton
Attorneys for Plaintiff, ANGELO AMATO

5

6 DATED: March 6, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

7

8

By: /s/ Judith M. Tishkoff
Judith M. Tishkoff
Attorneys for Defendant, NARCONON
FRESH START d/b/a SUNSHINE
SUMMIT LODGE

11

12 DATED: March 6, 2015

BAKER KEENER & NAHRA LLP

13

14

By: /s/ Melissa S. Oslac
Robert C. Baker
Melissa S. Oslac
Attorneys for Defendant, NARCONON
INTERNATIONAL and ASSOCIATION
FOR BETTER LIVING AND
EDUCATION INTERNATIONAL

19

20

21

22

23

24

25

26

27

28

1 ORDER
2

3 Based upon the foregoing Stipulation, and good cause appearing
therefore,

4 IT IS HEREBY ORDERED that the Parties have entered into a
5 STIPULATED PROTECTIVE ORDER governing production of documents.

6 IT IS FURTHER ORDERED that the Parties shall be bound by the
7 Stipulated Protective Order.

8

9

10 _____
United States District Court Judge
11

12

13 Respectfully submitted by:
14

15 LEWIS BRISBOIS BISGAARD & SMITH LLP
16

17 By: /s/ Judith M. Tishkoff
18 Judith M. Tishkoff
*Attorneys for Defendant Narconon Fresh
Start dba Sunshine Summit Lodge ("Fresh Start")*

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7

EXHIBIT "A"

8
9
10 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

11
12 ANGELO AMATO, an Illinois Citizen,

CASE NO. 3:14-cv-00588-GPC-BLM

13 Plaintiff,

The Hon. Gonzalo P. Curiel

14 vs.

15 NARCONON FRESH START d/b/a
16 SUNSHINE SUMMIT LODGE;
17 ASSOCIATION FOR BETTER LIVING
18 AND EDUCATION INTERNATIONAL;
19 NARCONON INTERNATIONAL and DOES
20 1 - 100, ROE Corporations I - X, inclusive,

Defendants.

21
22 **AGREEMENT TO BE BOUND BY PROTECTIVE ORDER REGARDING**
CONFIDENTIAL INFORMATION

23 I hereby attest to my understanding that information or documents designated as
24 Confidential Material and the information contained therein are provided to me pursuant to the
25 terms and conditions and restrictions of the STIPULATED PROTECTIVE ORDER entered in the
26 above-styled case. I have been given a copy, read, and understand the STIPULATED
27

1 PROTECTIVE ORDER. I agree to be bound by it, and consent to the personal jurisdiction of the
2 Court that signed the STIPULATED PROTECTIVE ORDER, for enforcement.

3 I further agree that I shall not disclose to others in any manner, except in accordance with
4 the STIPULATED PROTECTIVE ORDER, any Confidential Material as defined in that
5 agreement, and that such Confidential Material shall be used only for the purposes of the
6 captioned legal proceeding. I understand that the unauthorized disclosure of Confidential Material
7 could result in the violation of the rights to privacy, and/or serious economic harm to the party
8 providing the Confidential Material which could continue to cause harm even after the termination
9 of that legal proceeding. I further agree and attest to my understanding that, in the event that I fail
10 to abide by the terms of that STIPULATED PROTECTIVE ORDER, I may be subject to
11 sanctions, including sanctions by way of contempt of court, imposed by the Court for such failure.
12
13

14

15

16 Signature

Date

17

18

Name printed

19

20

21

22

23

24

25

26

27

28

1 **FEDERAL COURT PROOF OF SERVICE**

2 Amato v. Narconon Fresh Start, etc., et al. - Case No. 3:14-cv-0588-JLS-BLM

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 At the time of service, I was over 18 years of age and not a party to the action.
5 My business address is 633 West 5th Street, Suite 4000, Los Angeles, California
6 90071. I am employed in the office of a member of the bar of this Court at whose
7 direction the service was made.

8 On March 6, 2015, I served the following document(s): JOINT MOTION
9 FOR ENTRY OF STIPULATED PROTECTIVE ORDER

10 I served the documents on the following persons at the following addresses
11 (including fax numbers and e-mail addresses, if applicable):

12 **SEE ATTACHED SERVICE LIST**

13 The documents were served by the following means:

14 (BY COURT'S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically
15 filed the documents with the Clerk of the Court using the CM/ECF system,
16 which sent notification of that filing to the persons listed above.

17 I declare under penalty of perjury under the laws of the United States of
18 America and the State of California that the foregoing is true and correct.

19 Executed on March 6, 2015, at Los Angeles, California.

20 
21 Debbie Stephenson

SERVICE LIST
Amato v. Narconon Fresh Start, etc., et al.
3:14-cv-0588-JLS-BLM

3 Ryan A. Hamilton, Esq.
HAMILTON LAW
4 5125 S. Durango Drive, Suite C
Las Vegas, NV 89113
5 (702) 818-1818/FAX (702) 974-1139
ryan@hamiltonlawlasvegas.com

Attorneys for Plaintiff, ANGELO AMATO

John Karl Buche, Esq.
BUCHE & ASSOCIATES, P.C.
875 Prospect Street, Suite 305
La Jolla, CA 92037
(858) 459-9111/FAX (858) 459-9120
jbuche@buchelaw.com

*Associated Counsel for Plaintiff,
ANGELO AMATO*

10 David Miller, Esq.
1433 N. Meridian Street, Suite 202
11 Indianapolis, IN 46202
(317) 721-9214/FAX (888) 422-3151
12 david@sllawfirm.com

Attorney for Plaintiff, Angelo Amato

13 Robert C. Baker, Esq.
Melissa S. Fink, Esq.
14 BAKER, KEENER & NAHRA, LLP
633 West 5th Street, Suite 5500
15 Los Angeles, CA 90071
(213) 241-0900/FAX (213) 241-0990
16 rbaker@bknlawyers.com
mfink@bknlawyers.com

*Attorneys for Defendants, NARCONON
INTERNATIONAL and ASSOCIATION
FOR BETTER LIVING AND
EDUCATION INTERNATIONAL*